

JAMES E. GIBBONS (pro hac vice)
Cal. State Bar No. 130631
MANNING & KASS
ELLROD, RAMIREZ, TRESTER LLP
801 South Figueroa Street, 15th Floor
Los Angeles, CA 90017
Tel. (213) 624-6900
jeg@manningllp.com

ROBERT W. COHEN (pro hac vice)
Cal. State Bar No. 150310
MARIKO TAENAKA (pro hac vice)
Cal. State Bar No. 273895
LAW OFFICES OF ROBERT W. COHEN, A.P.C.
1901 Avenue of the Stars, Suite 1900
Los Angeles, CA 90067
Tel. (310) 282-7586
rwc@robertwcohenlaw.com
mt@robertwcohenlaw.com

Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

SHIGE TAKIGUCHI, et. al,
Individually and On Behalf of All
Others Similarity Situated,

Plaintiffs,

v.

MRI INTERNATIONAL, INC.,
EDWIN J. FUJINAGA, JUNZO
SUZUKI, PAUL MUSASHI
SUZUKI, LVT, INC., dba STERLING
ESCROW, and DOES 1-500,

Defendants.

Case No.: 2:13-cv-01183-HDM-NJK

**STIPULATION AND
ORDER RE PAYMENT OF
ATTORNEYS FEES AND COSTS
INCURRED BY SUZUKI
ENTERPRISES, INC. PROFIT
SHARING PLAN DURING
FEBRUARY 2018**

1 WHEREAS Defendant Suzuki Enterprises, Inc. Profit Sharing Plan (the
2 “Plan”) and Plaintiffs are collectively referred to herein as the “Parties”;

3 WHEREAS on December 2, 2016, the Court issued its order [550] (“Order
4 re Fees”) approving the Stipulation re Payment of Attorneys’ Fees [549]
5 (“Stipulation re Fees”), providing a procedure for payment of legal fees and costs
6 from Plan funds that are presently subject to the preliminary injunction [183]
7 issued by this Court;

8 WHEREAS the Plan incurred legal fees and costs in February 2018 in the
9 amount of \$3,947.71, in connection with: coordinating global settlement
10 discussions, terminating the Plan, and communications with multiple counsel, Plan
11 fiduciaries and the Court regarding settlement issues;

12 WHEREAS such fees and costs are payable as follows:

- 13 • \$595.00 payable to Foundation Law Group LLP, lead counsel for the
14 Plan;
- 15 • \$1,125.00 payable to Brucker & Morra, APC, ERISA counsel; and
- 16 • \$2,227.71 payable to Carlsmith Ball LLP, counsel for termination of
17 the Plan;

18 WHEREAS the invoices for the Plan’s legal fees with specific descriptions
19 of the work accomplished are attached hereto as Exhibit “A”;

20 WHEREAS the Parties have communicated a mutual desire to avoid the
21 necessity of a formal motion for attorneys’ fees through this Stipulation;

22 NOW, therefore, the Parties stipulate as follows:

- 23 1. \$595.00 of the funds held by LPL Financial for the benefit of the Plan
24 shall be unfrozen and released from the preliminary injunction [183] and
25 paid to Foundation Law Group LLP;
- 26 2. \$1,125.00 of the funds held by LPL Financial for the benefit of the Plan
27 shall be unfrozen and released from the preliminary injunction [183] and
28 paid to Brucker & Morra, APC;

3. \$2,227.71 of the funds held by LPL Financial for the benefit of the Plan shall be unfrozen and released from the preliminary injunction [183] and paid to Carlsmith Ball LLP; and
4. The remaining funds held by LPL Financial for the benefit of the Plan shall remain frozen and subject to the preliminary injunction [183] pending a further application for payment of attorneys' fees and expenses; and
5. Payment of attorneys' fees and expenses for the month of February 2018 shall be made from cash on hand that is held in the name of the Plan.

DATED: March 2, 2018

DATED: March 2, 2018

**MANNING & KASS ELLROD
RAMIREZ, TRESTER LLP**

ENENSTEIN PHAM & GLASS

By: /s/ James E. Gibbons
Attorneys for Plaintiffs

By: /s/ Robert A. Rabbat
*Attorneys for Suzuki Enterprises, Inc.,
Profit Sharing Plan*

DATED: March 2, 2018

DATED: March 2, 2018

**LAW OFFICES OF ROBERT W.
COHEN, A.P.C.**

FOUNDATION LAW GROUP LLP

By: /s/ Robert W. Cohen
Attorneys for Plaintiffs

By: /s/ Gregg D. Zucker
*Attorneys for Suzuki Enterprises,
Inc., Profit Sharing Plan*

ORDER

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED this 5th day of March, 2018.



United State District Court Judge